



GroupUP OpenFirm Community Member Agreement

This Master Member Agreement (Agreement) serves to define the mutually agreed upon Code of Conduct, and terms and conditions (Terms) between GroupUP, LLC (GroupUP) and you, the GroupUP Member (Member), in relation to services, events, content, communications and all other activities occurring as a result of the relationship between you as a Member, GroupUP, and the overall GroupUP OpenFirm member base (Community).

In addition to the Terms set forth in this Agreement, also refer to agreements and policies set between Members and Mighty Networks. GroupUP is, in part, an online business which utilizes the Mighty Networks platform for Community management, Member profile management, Member Subscription management, E-commerce, and Content/Events management.

- Mighty Networks Terms of Use - <https://www.mightynetworks.com/terms-of-use>
- Mighty Networks Privacy Policy - <https://www.mightynetworks.com/privacy-policy>

By submitting an application to become a GroupUP Member, or by being accepted to become and serving as a Member of GroupUP in any form, you accept and agree to be bound and abide by these Terms, as well as the Mighty Networks Terms of Use and Privacy Policy linked above.

Code of Conduct

Be supportive. Encourage and support your fellow GroupUP Members. No one here is looking for criticism, cynicism, unsolicited advice, or judgement.

Act professionally. Be yourself, but act professionally. This is a Membership organization for individuals who are seeking to grow as professionals.

Serve one another. Your stories and experiences may be exactly what other members need to hear today to solve a problem or just feel validated.

Listen well. The value of the GroupUP network is rooted in our collective commitment to being authentic with one another, and a huge driver of this lies in our willingness to focus on actively listening to each other. Great peer mentors listen before speaking.

Protect your Usernames and Passwords. Access to GroupUP.com and the information contained therein is to be protected at all times and Members must take all necessary safeguards to secure their personal username and password information. Do not share your password with anyone else. If you believe your password may have been stolen please contact [GroupUP management](#).

Don't Sell to Each Other. All Members of GroupUP agree that information contained within the Community will not be used expressly for the purposes of solicitation of business by any Member of GroupUP to any other Member of GroupUP. This information may not be used to compile marketing or contact lists of any kind.

Be Lawful. As a Member, your contributions to GroupUP must in their entirety comply with all applicable federal, state, local, and international laws and regulations.

No Harassment. GroupUP' policy is to provide a Community free from harassment of any kind. Harassment is defined as severe or pervasive conduct of a sexual nature or based on sex, age, race, color, national origin, disability, religion, sexual orientation or other protected classification that has the purpose or effect of unreasonably interfering with an individual's experience, or that otherwise creates an intimidating, hostile or offensive environment. Harassment may also occur where submission to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature is made a term and condition of engagement, or where submission to or rejection of such behavior forms the basis for Community activities. GroupUP will not tolerate any form of harassment by or against anyone.

Violation of Code of Conduct. If any Member or other participant or user of the Services violates the Code of Conduct, GroupUP management or others acting at their direction may take any action they deem appropriate, up to and including ejecting someone from a Mastermind Group (Core Group) or Community at-large, or temporarily suspending or permanently banning an individual's GroupUP Membership. No Membership fees or other fees or charges paid previously to GroupUP would be refunded in any such event.

Reporting Code of Conduct Violations. If you, as a GroupUP Member, witness a dangerous situation, someone in distress, or someone engaging in demeaning, discriminatory or harassing behavior towards another Member or other individual, or any other instance of a GroupUP Member who is acting in violation of this Code of Conduct, please report the circumstance immediately to [GroupUP Management](#).

Terms and Conditions

Confidentiality and Non-Disclosure. The Community, all GroupUP CoreGroup meetings, all GroupUP research initiatives, and all other GroupUP-related events (collectively defined as GroupUP) foster interactions that are intended to be kept private and confidential between the Members. Any information you learn about or that is shared by another GroupUP Member at GroupUP must be kept private and confidential unless the Member that such information concerns expressly permits wider disclosure. Additionally, all information shared on a one-on-one basis between two GroupUP Members is not meant to be shared with anyone outside of the two individual Members, unless either Member expressly permits wider disclosure.

Despite GroupUP best efforts to ensure confidentiality and security, no online site or membership organization can be guaranteed to be 100% secure 100% of the time. As a Member of GroupUP, please use caution with all of your disclosures of information.

This Agreement may not be binding on third parties or in a court of law. Members could be compelled to testify on matters discussed in GroupUP meetings or within the Community at large, and GroupUP may be required to disclose information or materials pursuant to applicable laws, regulations, orders, subpoenas or other processes of law. Therefore, members should generally exercise caution when discussing anything at GroupUP that a Member would not want disclosed in any legal proceeding. Furthermore, members of publicly traded companies should seek the advice of their corporate counsel regarding disclosure of any material, non-public information in light of applicable securities laws and regulations.

You acknowledge that GroupUP cannot control, monitor or be responsible for the conduct of Members, and that disputes or claims arising out of violations of this Code of Conduct shall remain between the disputing parties without liability to GroupUP.

Intellectual Property Rights. You acknowledge that: (i) the Services contain proprietary and confidential information that are protected by applicable intellectual property and other laws, and (ii) GroupUP and/or third parties (via license) own all right, title and interest in and to the Services and content (including but not limited to Materials or blog posts) that may be presented or accessed through the Services

(except for User Content as defined below), including without limitation all Intellectual Property Rights therein and thereto. All rights not specifically granted under these terms and conditions are reserved to GroupUP and its licensors. “**Intellectual Property Rights**” means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, whether registered or not.

You agree that you will not, and will not allow any third party, to (i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Services, or content (including but not limited to Materials or blog posts) that may be presented or accessed through the Services for any purpose, unless otherwise permitted by written authorization of a GroupUP representative; (ii) take any action to circumvent or defeat the security deployed or enforced by any functionality contained in the Services; or (iii) remove, obscure, or alter GroupUP’s or any third party’s copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Services.

The content (including but not limited to Materials or blog posts), arrangement and layout of the Services, including but not limited to the trademarks, photos, logos, videos, audio, images, text (in the form of plain text, HTML, or PDFs) and Computer Code are proprietary to GroupUP, either owned or under license, and may not be copied, imitated, reproduced, displayed, distributed, transmitted, decompiled or otherwise used without the express permission of GroupUP. Any unauthorized use of the content (including but not limited to Materials or blog posts), arrangement or layout of the Services, Computer Code, images, logos, videos, audio or trademarks found in the Services or any portion of or derivative works thereof may violate civil or criminal laws, including but not limited to intellectual property laws, and GroupUP may take action accordingly.

The above paragraph further applies to third party property used as part of the Services, including but not limited to third party Computer Code. For the purposes of the present section, “**Computer Code**” includes but is not limited to source code in any programming language, object code, frameworks, CSS, PHP, JavaScript or similar files, templates, modules, or any similar files, and related documentation.

Privacy. GroupUP respects individual privacy rights and ensures its compliance with industry standards to protect individuals’ private data. GroupUP will comply with all laws that protect the privacy of such information. We must each ensure that the privacy of data to which we are exposed in the course of fulfilling our responsibilities is protected from improper disclosure. Such information will only be collected for legitimate business purposes and will be shared only with other individuals who have a lawful and legitimate need to know the information.

Trademarks. Members may not use or reproduce or allow anyone to use or reproduce any trademarks for business purposes outside that of the business of GroupUP LLC, including, without limitation, the “GroupUP®” name and logo, or other trade names found in the GroupUP.com online Community website and mobile app, for any reason without written permission from GroupUP or the identified trademark owner.

License to Materials. By purchasing a Membership, GroupUP grants you a non-exclusive, non-transferable (except to other members or employees of your firm), non-sublicensable, limited right and license to view, use, and download (to the extent permitted by the Services) any Materials available to you as part of your Membership.

For clarity, any transfer of Materials to individuals that are not part of your firm or to other organizations, or repurposing any Materials for any other use other than the use they were intended shall be

considered a material breach, and GroupUP may cancel your Membership at its sole discretion as a result.

Membership Access. GroupUP Members have the option of either 1) becoming an online Community Member (OpenFirm Member), with access to our online Community and included value-added benefits and services for no fee, or 2) becoming a CoreGroup Member by subscribing to a monthly subscription-based Membership to participate in our CoreGroups, attend Roundtable events, and access our online CoreGroup forum and included value-added benefits and services. We reserve the right to modify, terminate, or otherwise amend our offered Membership options.

Substitution or Sharing Not Allowed. Attendance at an event as a Member cannot be substituted by another person, whether from the same organization or not.

Renewal & Recurring Billing. By choosing to register as a GroupUP member, you authorize us to charge you for your initial membership period and a recurring monthly membership fee at the then current rate. Monthly membership payments will continue to be automatically withdrawn until cancellation or change of membership term has occurred.

Termination of Membership. Membership shall remain in full effect until one or more of the following occur:

- Member fails to meet any requirements of membership.
- Agreement term lapses without further terms or agreements added.
- Company files for bankruptcy or ceases to do business.
- Member is removed from membership due to violation of this Agreement or the GroupUP Code of Conduct.
- Member decides to cancel his membership.

Use of Membership. Your membership is personal to you. You agree not to create more than one account. Members cannot transfer or gift events to third parties, including other Members. We continually update and test various aspects of the membership platform. We reserve the right to, and by using our service you agree that we may, include you in or exclude you from these tests without notice.

Membership Refunds. Generally, our membership fees are nonrefundable.

Price Changes. We reserve the right to adjust pricing in our offers at any time. Unless we expressly communicated otherwise, any price changes to your membership will take effect on your next billing cycle upon notice communicated through a posting on our website or mobile applicable or such other means as we may deem appropriate from time to time, such as email.

Payment Methods. You may edit your payment method information by logging online and editing your settings. If a payment is not successfully settled, due to expiration, insufficient funds or otherwise, and you do not edit your payment method information, you nonetheless will remain responsible for any uncollected amounts and authorize us to continue billing the payment method, as it may be updated, including in the event you attempt to create a new account. This may result in a change to your payment billing dates. If we cannot charge your account, we reserve the right, but are not obligated, to terminate your access to OpenFirm, CoreGroups, Events, Website, Mobile App, or any portion thereof.

Event Attendee Cancellation Policy. If circumstances or policies change and you can no longer attend one of our events that you have registered for, you can cancel your event registration and receive a full refund, as late as 7 days before the date the event begins. Please email support@Groupup.group to cancel your ticket. Cancellation less than 7 days in advance will not be refunded, nor will a credit be given for future events.

GroupUP Day-of Cancellations. Our events may be subject to cancellations on the day of the planned event due to unforeseen and uncontrollable circumstances. If we cancel a scheduled event, you will be provided a full refund of the event fee.

Online Member Submissions. You as a Member of GroupUP affirm, represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish and disclose your Online Member Submissions to the Community. You own all Online Member Submissions, and other information that you upload to the Community. GroupUP does not claim any ownership rights in Online Member Submissions. After posting Online Member Submissions, subject to the licenses granted herein, you continue to retain any ownership rights you have to Online Member Submissions, and you continue to have the right to use and license Online Member Submissions in any legally permissible way you choose. The information that you upload to the Community needs to comply with the terms of this Agreement. At any point, you can remove Online Members Submissions and GroupUP only retains any license rights set forth herein to maintain content in private areas where you have posted it.

Without limiting the foregoing, you agree that (1) Online Member Submissions you remove may persist for a reasonable amount of time in back-up copies (but these copies will not be available to others) and (2) GroupUP cannot control Online Member Submissions that have been shared with others that have not deleted them and that the license for that information is perpetual.

You further acknowledge that GroupUP is under no obligation to post, display or otherwise use any Online Member Submission. You further acknowledge that GroupUP has no obligation whatsoever to pay you any royalty or other compensation from the use or display of your Online Member Submissions or otherwise from the exercise of GroupUP's rights granted under these Terms of Use. You hereby agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against GroupUP or its owners/operators, affiliates, licensees, licensors, and/or any other person, on the grounds that any use of a Online Member Submission infringes any of your rights as creator of the Submission, including, without limitation, trademark rights, copyrights, publicity rights, privacy rights, and moral rights. However, GroupUP will not share information attributable to you individually with any third parties outside the GroupUP Community without your express written consent.

By submitting Online Member Submissions to any GroupUP online Community, you agree to indemnify and hold harmless GroupUP from all claims, costs and expenses (including legal expenses) arising out of any such Online Member Submissions posted or published by you that are in breach of these Terms of Use. Your use of the GroupUP online Community is at your own initiative and risk. The opinions expressed via Online Member Submissions in the GroupUP' online communities reflect solely the opinion(s) of the participants and do not reflect the opinion(s) or view(s) of GroupUP.

Recorded Online Content. From time to time, GroupUP may record the audiovisual content of online speakers, sponsored events, workshops, conferences, roundtables and other Member meetings for internal purposes or use within the Community, or may receive such content from its speakers, sponsors and Members for sharing within the Community. However, GroupUP will not share recordings of you or information attributable to you without your express written consent.

Additionally, GroupUP or its contractors (coaches) may also summarize the content of CoreGroup meetings anonymously in writing for retrieval by session participants. You agree that GroupUP may use, distribute, publish, create derivative works from, or commercialize aggregated, non-personally identifiable information derived from the recorded content in order to develop statistical or educational materials. GroupUP shall not identify or disseminate your name, your company's name or any information that is confidential to you or your company to any third party or the public without your express written consent.

Limitation of Liability. In no case will GroupUP or its Representatives or licensees be liable for any indirect, special, consequential, exemplary, punitive damages or other damages, or for any losses, damages, liabilities, costs and expenses arising out of or relating to (i) your access, use, misuse or inability to access or use the Services, or (ii) the interruption, suspension or termination of any part of or all the Services; and in both cases (i) and (ii) regardless of the cause of action (whether in contract, warranty, delict, quasi-delict, tort, negligence, strict liability or any other theory of liability) and even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary in the terms of service, in no event will our aggregate liability for any claims in connection with your use of the Services and exceed the amount of \$100 or the Membership Fees paid in the previous 6 months, whichever is greater.

You expressly understand and agree that GroupUP or its Representatives or licensees shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, in contract, tort, strict liability, negligence, general civil liability or any other cause of action under legal or equitable theory, relating to the Services, the information on the Services, your use of the Services, activities arising from your use of the Services (including but not limited to your reliance on any Materials or Interactions), any third party materials on the Services, or any materials downloaded from the Services. This limitation of liability applies, without limitation, to any damages or injury caused by any error, omission or other failure of performance by GroupUP or its Representatives; any interruption, defect or delay in operation or transmission, including communication line failure; any computer virus; and any theft, destruction or alteration of, or unauthorized access to or use of, any electronic records.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above exclusions and limitations may or may not apply to you.

Indemnification. You agree you will indemnify and hold GroupUP, its affiliates, licensees, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the “**Indemnified Parties**”) harmless for any losses, claims, judgments, expenses, damages, or costs, including reasonable legal fees, resulting from any breach of these Terms and Conditions by you, including (a) any use of content other than as expressly authorized in the Terms and Conditions or (b) any use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our systems. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your involvement with GroupUP.

Changes to these Terms. GroupUP may, in its discretion, modify or update this Agreement or change the fees or charges for use of any part of GroupUP offerings to its Members. Any changes to the Master Member Agreement will be effective upon the publication of revised Agreement to www.GroupUP.com. If you participate in the online Community after GroupUP has published or notified you of the changes, you are agreeing to be bound by those changes. If you do not agree to be bound by those changes, you should not use the Sites any further after they are published. Access to certain areas of GroupUP Member offerings may be subject to additional terms and conditions.

